

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

TEODORO GONZALES,

Plaintiff,

v.

No. 1:22-cv-00800-JFR-KK

HAIFENG LI and  
BIGBEAR TRUCKING CORP.,

Defendants.

**AGREED ORDER GRANTING TEODORO GONZALES AND  
BIGBEAR TRUCKING CORP.'S PARTIAL JOINT MOTION TO  
DISMISS WITHOUT PREJUDICE CERTAIN OF PLAINTIFF'S CLAIMS  
AGAINST BIGBEAR TRUCKING CORP. AND TO DENY AS MOOT  
BIGBEAR TRUCKING CORP.'S PARTIAL RULE 12(B)(6) MOTION TO DISMISS**

On this date, the Court considered the Partial Joint Motion to Dismiss Without Prejudice Certain of Plaintiff's Claims Against BigBear Trucking Corp. and to Deny as Moot BigBear Trucking Corp.'s Partial Rule 12(b)(6) Motion to Dismiss, requesting dismissal without prejudice of of Plaintiff TEODORO GONZALES's ("Plaintiff") against BIGBEAR TRUCKING CORP. ("BigBear Trucking"). Plaintiff and BigBear Trucking request the Court to dismiss without prejudice Plaintiff's claims against BigBear Trucking of (1) punitive damages; (2) negligent entrustment; (3) negligent hiring; (4) negligent supervision; (5) negligent retention; and (6) negligent training / education. They further request the Court deny as moot BigBear Trucking Corp.'s Partial Rule 12(b)(6) Motion to Dismiss of November 1, 2022. ECF No. 4, BigBear Trucking Corp.'s Partial Rule 12(b)(6) Mot. Dismiss (Nov. 1, 2022).

Plaintiff and BigBear Trucking, having agreed (1) dismissal without prejudice of said claims in this case is warranted, and (2) denial of BigBear Trucking Corp.'s Partial Rule 12(b)(6)

Motion to Dismiss as moot is warranted, with the parties to bear their respective costs, the Court accordingly enters the following Orders:

1. The Partial Joint Motion to Dismiss Without Prejudice Certain of Plaintiff's Claims Against BigBear Trucking Corp. and to Deny as Moot BigBear Trucking Corp.'s Partial Rule 12(b)(6) Motion to Dismiss, which seeks the dismissal without prejudice of Plaintiff TEODORO GONZALES against BIGBEAR TRUCKING CORP. of 1) punitive damages; (2) negligent entrustment; (3) negligent hiring; (4) negligent supervision; (5) negligent retention; and (6) negligent training / education should be, and hereby is, **GRANTED**.
2. The claims of Plaintiff TEODORO GONZALES against BIGBEAR TRUCKING CORP. of 1) punitive damages; (2) negligent entrustment; (3) negligent hiring; (4) negligent supervision; (5) negligent retention; and (6) negligent training / education are hereby **DISMISSED WITHOUT PREJUDICE**.
3. BigBear Trucking Corp.'s Partial Rule 12(b)(6) Motion to Dismiss, ECF No. 4, BigBear Trucking Corp.'s Partial Rule 12(b)(6) Mot. Dismiss (Nov. 1, 2022), is hereby **DENIED AS MOOT**.
4. Plaintiff TEODORO GONZALES and Defendant BIGBEAR TRUCKING CORP. **SHALL** each bear their respective costs.

**SO ORDERED.**



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KIRTAN KHALSA  
UNITED STATES MAGISTRATE JUDGE

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